Case: 1:12-cv-09035 Document #: 29 Filed: 01/16/14 Page 1 of 2 PageID #:195

Case: 1:12-cv-09035 Document #: 27 Filed: 01/15/14 Page 1 of 2 PageID #:192

### IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

|                   | EAST   | جب                         | 2014               |           |         |
|-------------------|--|----------------------------|--------------------|-----------|---------|
| an Illino         | ALL MANUFACTURING, LLC, pis Limited Liability Company,  Plaintiff/Counter-Defendant, | )<br>)<br>)                | CLER<br>S. DISTRIC | 14 JAN 16 | 18036   |
| v.                |  | ) ) Case No. 12-CV-09035   | T COUR             | MII: OH   | 000KE-1 |
| PIER C<br>Pennsyl | OMPONENTS, LLC, a vania Limited Liability Company,                                   | ) Honorable Ruben Castillo | .14                | *         |         |
| ]                 | Defendant/Counter-Plaintiff.   | )                          |                    |           |         |

## **CONSENT JUDGMENT**

)

Plaintiff having filed an action against the Defendant, the Plaintiff now requests entry of this Consent Judgment pursuant to the Defendant's default under the parties' Settlement Agreement.

# IT IS ORDERED, ADJUDGED, AND DECREED THAT:

- On May 16, 2013, Plaintiff and Defendant entered into a Settlement Agreement which resolved and settled the above captioned matter.
- 2. On December 31, 2013, Defendant defaulted under the terms of the aforementioned Settlement Agreement. Pursuant to the terms of the Settlement, in the event of a default, Plaintiff is entitled to a consent judgment in the amount of any unpaid settlement amounts, plus interest.
- Consent judgment shall be entered in favor of Plaintiff and against Defendant in 3. the amount of \$300,000.00 pursuant to the terms of the Settlement Agreement, plus interest.

Case: 1:12-cv-09035 Document #: 29 Filed: 01/16/14 Page 2 of 2 PageID #:196 Case: 1:12-cv-09035 Document #: 27 Filed: 01/15/14 Page 2 of 2 PageID #:193

- 4. At the time this Consent Judgment is sought, the sole issues shall be (i) whether a default has occurred under this Agreement, and (ii) the calculation of the amount of damages due as of the date the judgment is sought.
- 5. Having found that Plaintiff has met the criteria in the Settlement Agreement, judgment is entered in favor of Plaintiff and against Pier Components, LLC.
- 6. This Court shall retain jurisdiction over this matter for enforcement of this Consent Judgment.

Entered

1/16/14

Approved as to form and content:

Randal Manufacturing, LLC

By:

٠.

Jannifer & Priedland Momkus McCluskey, LLC

1001 Warrenville Road, Suite 500

Lisle, Illinois 60523

Approved as to form and content:

Pier Components, LLC

Stephen J. Brown

Schulyer, Roche & Crisham, P.C. Two Prudential Plaza

180 N. Stetson Ave., Suite 3700

Chicago, Illinois 60601

| CERTIFIED COPY (Rev  | . 1/2012) |     |      | <u> Major Major</u> |             |       |
|--|-----------|-----|------|---------------------|-------------|-------|
| The state of the s |           | 7.1 |      |                     |             |       |
|  |           |     | <br> | <br>                | <del></del> | <br>- |

# United States District Court

## Northern District of Illinois Eastern Division

I, Thomas G Bruton, Clerk of the United States District Court for the Northern District of Illinois, do hereby attest and certify that the annexed document(s) is (are) a full, true, and correct copy of the original(s) on file in my office and in my legal custody.

#### IN TESTIMONY WHEREOF:

I have hereunto subscribed my name and affixed the seal of the foresaid court at Chicago, Illinois, on MAY 2 0 2014

THOMAS G. BRUTON, CLERK

Deputy Clerk

Court Hame: District Court Division: 3 Receipt Mumber: 333838415 Cashier ID: tscott Transaction Date: 98/10/2014 Payer Hame: WAVELAND LAW GROUP

MISCELLAME OUS PAPERS For: JOHN WALKER Amount: \$46.80

Paper Check Conversion Check/Money Order Num: 2632 Aut Tendered: \$48.08

Total Due: \$46.88 Total Tondered: \$46.88 Change Ami: \$8.89

Only when bank clears the check or verifies credit of funds is the fee or debit officially paid or discharged. A \$53.80 fee will be charged for returned checks.